

Section 9.2 Checks. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as **shall** from time to time be determined by resolution **of** the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

Section 9.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or **other** depositories **as** the Board of Directors may select.

Section 9.4 Gifts. The Board of Directors may accept, on behalf of the corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of **the** Corporation.

ARTICLE 10 - BOOKS AND RECORDS

Article 10.1 The corporation shall keep correct and complete books and records of all accounts and shall keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors, which book, records, and minutes shall be kept **by** the Secretary of the Board of Directors. Such records shall be kept at the registered office of the corporation, or other place designated by the Board of Directors, and shall contain a record of the names and addresses of all the Members entitled to vote. **All** books and records of the corporation may be inspected by any officer, Director, or Member, or their agent or attorney for any proper purpose at any reasonable time.

ARTICLE 11 -NONPROFIT STATUS

Section 11.1 Prohibition Against Sharing in Corporate Earnings. Except as provided in Article 13 below, no Member, Director, officer, or employee **of**, or member of a committee of, or person connected with the corporation, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the corporation, provided, that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for *the* corporation in effecting any **of** its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in ~~the~~ distribution of any of the corporate assets upon the dissolution of the corporation. All Members of the corporation **shall** be deemed to have expressly consented and agreed that upon such dissolution or winding up of the affairs of the corporation, whether voluntary or involuntary, the assets of the corporation then remaining , after all debts have been satisfied, shall be distributed, transferred, conveyed, delivered, and paid over, to the Members in proportion to the relative number of sites that each Member has subjected to the activities of the corporation in the corporation's most recent fiscal year.

ARTICLE 12 -AMENDMENTS

Section 12.1 Amendment. Approval of a majority those Members present in person or by proxy at a meeting in which a quorum of Members exists shall be necessary to alter, amend, or repeal these Bylaws *and* adopt new Bylaws unless such amendment **shall** be for the purpose of conforming the Bylaws with applicable law, in which case, such amendment may be approved by majority vote of the Board.

ARTICLE 13 -DISSOLUTION

Section 13.1 Manner of Dissolution. The corporation may be dissolved upon the adoption by the Board of Directors of a resolution recommending voluntary dissolution.

Upon adoption of such resolution, dissolution of the corporation shall proceed in accordance with the Maine Non-Profit Corporation Act.

Section 13.2 Disposition of Assets. Upon dissolution or winding up of the affairs ~~of~~ the corporation, whether voluntary or involuntary, the assets of the corporation then remaining, after all debts have been satisfied, shall be distributed, transferred, conveyed, delivered, and paid over, to the Members in proportion to the relative number ~~of~~ sites that each Member has subjected to the activities of the corporation in the corporation's most recent fiscal year.

Appendix C. Letters of Commitment

New England Telehealth Consortium

Proposal Two

This proposal is furnished by New England Telehealth Consortium (NETC) acting through its consultant and managing agent ProInfoNet. _____ desires to participate as a member in NETC. NETC (the successor of the ProInfoNet New England Health Care Network), is a non-profit corporation founded to apply for the FCC Universal Service Fund (USF) Rural Health Care Pilot Program, and to implement a regional dedicated broadband network with Internet2 connectivity.

Overview

To meet the requirements of the FCC Rural Health Care Pilot Program that will fund up to 85% of the network design study and implementation of a private broadband regional telehealth network with Internet2 connectivity, ProInfoNet has lead the effort to organize a consortium of health care providers across Maine, New Hampshire and Vermont, known as NETC. Using NETC as the vehicle to file the FCC application and coordinate ongoing oversight of the network will serve the best interests of the consortium constituents.

Purpose

NETC is a consortium of healthcare providers formed for the following purposes:

- Design and implement a private broadband regional telehealth network with Internet2 connectivity;
- Link regional healthcare providers with urban public practices, research institutions, academic institutions, and medical specialists to provide greater efficiency in the sharing of information relevant to healthcare applications;
- Provide a shared broadband network with healthcare providers thereby increasing and validating telehealth and telermedicine opportunities in the region;
- Provide healthcare providers in rural areas with greater and easier access to current research, advances in medicine, expert support and team consults; and
- Allow healthcare providers in the region access to a common network for provision of electronic health records, remote medical diagnostics, telehealth, telemedicine, population health database, remote surgery, teledentistry, telepsychiatry and behavioral health treatment.

Initial Directors and Officers

A core group of individuals will serve as the initial directors and officers until the first annual meeting of Members, which is anticipated to be held in May 2007. Those individuals, referred to as the "Initial Board and Officers" include:

- Brian Thibeu, President and Director (COO, PenquisCAP)
- Kevin Lewis, Vice President and Director (Executive Director, Maine Primary Care Association)
- Doug Smith, Treasurer and Director (CIO, Martin's Point)

At the first annual meeting of Members, each of the approximately 27 Members shall be entitled to appoint one individual to the Board of Directors of NETC, and the full Board will elect its officers to serve until the next annual meeting. An Executive Committee will be formed to facilitate efficient management of the organization between meetings of the full Board.

Benefits of Membership

Each Member and their specified health care sites will be included in the FCC Rural Health Care Pilot Program application for the design and implementation of a private broadband network including Internet2 connectivity. If the application is approved, each NETC Member will be entitled to participate in a Telehealth network at any or all of their respective health care sites that were listed on the NETC application. The design, implementation, equipment and WAN services of this Telehealth network will be funded by the FCC Rural Health Care Universal Service Fund at up to 85%. Each Member would be required to pay for the unfunded portion of the costs of this network.

Rights of Membership

Each Member, through its representation on the Board of Directors, will be able to provide input into critical NETC decisions including vendor selection for creation of the network and network implementation priority among the various sites operated by the Members. Each Member will determine which sites within their organization will be connected to the NETC network. Each Member's representative on the Board of Directors will have one vote, notwithstanding the number of sites operated by the Member.

Operative Expenses

Upon application approval, the Board will determine and estimate, if necessary, the operating expenses that will be incurred by NETC for each upcoming three month period. The aggregate of three months' expenses will be divided by the total number of sites operated by all of the Members to reach a per site expense amount. This amount will become the total amount of dues owed by each Member. The total number of consortium sites will be based on the number of sites listed on the FCC application as supplied by each Member. NETC will bill each Member the aggregate per site expense for such Member. Each Member will be responsible for the expenses incurred by the sites operated by that Member and will determine in its own discretion, how billing will be allocated among its own sites. This process will be repeated every three months as needed to cover NETC expenses. Any balance of dues received and not spent at the end of a fiscal year shall be either put towards the following quarter's expenses or returned to Members proportionately. The board will determine which method shall be used. After the initial two-year period is completed, it is anticipated that NETC would begin determining dues on an annual basis for its Members once anticipated costs and expenses can be more easily determined.

Payment of Costs

Costs will be paid to vendors and suppliers of services as incurred during creation of the network. NETC's Board will determine the billing method, although it is anticipated that NETC will bill its Members according to the following formula: 100% of incurred costs minus the anticipated FCC funding commitment (e.g. 100% - **85%** = **15%**). In this situation, Universal Service Administrative Company (USAC) will pay the FCC funding commitment (e.g. **85%**) directly to the supplier of equipment or services. Individual sites operated by a Member which are for-profit or do not otherwise qualify for the FCC funding commitment will pay 100% of the vendor and supplier costs as incurred.

Documents

The NETC Bylaws and Articles of Incorporation are available and will be sent upon request to any Member.

Network Design and Costs

Based on a preliminary needs assessment, ProInfoNet determined that a cloud based MultiProtocol Label Switching (MPLS) Wide Area Network (WAN) best fits the needs of the consortium and most closely meets the requirements of the FCC Rural Health Care Pilot Program. MPLS is a fully meshed network allowing any to any communications and supports packet prioritization so time sensitive information will not encounter delays. Encryption will be used throughout the network for privacy and security. A helpdesk mechanism will be employed for the support and management of the network. Upon implementation, each Member will select the sites that need connection to the network and the bandwidth required. Upon award of NETC's application to the FCC Rural Health Care Pilot Program, NETC will be bound to the rules and funding commitment of the FCC. Estimated costs before and after the FCC subsidy have been provided below.

MPLS Network Costs

	1 st Year Capital*		Monthly WAN Service	
	Total Cost	Net Site Cost**	Total Cos	Net Site Cost**
T-1 (DS-1) (1.5 Mb)	\$18,500	\$2,715	\$175 - \$586	\$26 - \$88
T-3 (DS-3) (10 - 45 Mb)	\$33,700	\$5,055	\$750 - \$5,000	\$112 - \$750
GiC-E (1000 Mh)	\$34,450	\$5,168	\$7,500 - \$9,500	\$1,125 - \$1,425

*Includes: (Router, equipment installation, WAN installation, network design study, infrastructure deployment, hardware and software maintenance, helpdesk and encryption support, and network management)

These costs are based on a **15% FCC subsidy of preliminary vendor surveys.

Internet2 Costs

The estimated FCC pilot price for Internet2 connectivity per site is \$20 per year.

Alternative **Technology** Network **Costs**

The networking connectivity for some Member sites may be best achieved by the installation of alternative technology (i.e. microwave, satellite, wireless, etc.).

Estimated **per** site expense for alternative technology to connect to the NETC network:

Capital Cost	Net Capital Cost	Monthly cost	Net Monthly Cost
\$31,500 to \$150,000	\$4,725 to \$22,500	\$100 to \$500	\$15 to \$75

Upon Application Approval

Upon FCC approval, ProInfoNet, **an** agent of NETC will: conduct the initial network design study; determine the final network design; write and submit the required RFP(s) for construction of the network; ensure compliance with normal Rural Health Care program procedures; review and analyze proposals received from vendors for construction of the network; assist Members in their determination of which sites within their organization need network connectivity and the order in which implementation would best be accomplished; manage the implementation (infrastructure deployment) of the selected vendors' network; assist NETC advisory boards charged with oversight of the ongoing operation of the network; submit and follow up on materials submitted for FCC reimbursement funding on NETC's behalf; and manage and administer the day to day affairs of NETC including accounting and bookkeeping functions.

By signing Proposal Two, you agree to the following:

1. You will pay to NETC the sum of \$500.00 representing the balance of your application fee as soon as possible. This will qualify your organization as a member of NETC. Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.
2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC

**Client
Consortium**

Client Name

Signature

Printed Name

Title

Date

New England Telehealth

By its Agent, ProInfoNet

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

Date

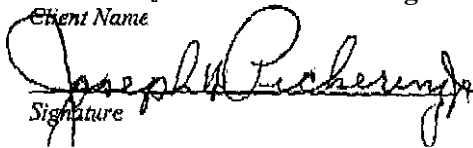
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3. You acknowledge the estimated costs of the project.
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5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC

Client

Community Health & Counseling Services

Client Name



Signature

Joseph H. Pickering, Jr.

Printed Name

Executive Director

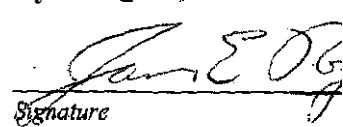
Title

26 April 2007

Date

New England Telehealth Consortium

By its Agent, ProInfoNet



Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/26/07

Date

By signing Proposal Two, you agree to the following:

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3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client**Down East Community Hospital**

Client Name

Signature

Printed Name

Title

Date

New England Telehealth Consortium**By its Agent, ProInfoNet**

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

Date

By signing Proposal Two, You agree to the following:

1. You will pay to NETC the sum of \$500.00 representing the balance of your application fee as soon as possible. This will qualify your organization as a member of NETC. **Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401**
2. You will **pay** for project costs not covered by the FCC Rural Health Clinic Pilot Program.
3. You **acknowledge** the estimated costs of the project.
4. You will **fax** this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client

New England Telehealth Consortium

Client Name

Signature

Catherine Bruno

Printed Name

Title

Date

VP/CIO

4/18/07

ProInfoNet President

Title

Date

4/19/07

11

Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.


2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client**Houlton Regional Hospital**

Client Name



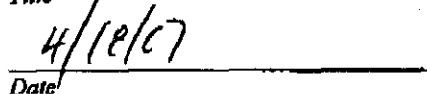
Signature



Printed Name



Title



Date

New England Telehealth Consortium**By its Agent, ProInfoNet**

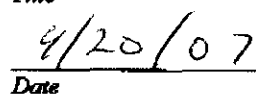
Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title



Date

By signing Proposal Two, you agree to the following

1. You will pay to NETC the sum of 5500.00 representing the balance of fee as soon as possible. This will qualify your organization as a member of NETC. Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.
2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-352 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Affordable Healthcare Pilot Program.
6. You will become a member of NETC.

ClientHuggins Hospital
Client NameDaniel R O'Neill
SignatureDaniel R O'Neill
Printed NameVice President - Finance
Title4-24-07
Date**New England Telehealth Consortium**

By its Agent, ProInfoNet

James E Rogers, Jr.
SignatureJames E. Rogers, Jr.
Printed NameProInfoNet President
Title4/24/07
Date

Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.

2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client

The JASON Program

Client Name

[Signature]

Signature

Kate Eastman

Printed Name

Executive Director

Title

April 17, 2007

Date

New England Telehealth Consortium

By its Agent, ProInfoNet

[Signature]

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/17/07

Date

Make checks payable to New England Telehealth Consortium and m
Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4
04401.

to New England
angor, Maine,

2. You will pay for project costs not covered by the FCC Rural Health
3. You acknowledge the estimated costs of the project.
4. **You** will fax this signed Proposal Two back to ProInfoNet at 207-94
Friday, **April 20**, 2007.
5. You are not a participant in any other application to the FCC for the
Pilot Program.
6. You will become a member of NETC.

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852 no later than

al Healthcare

Client

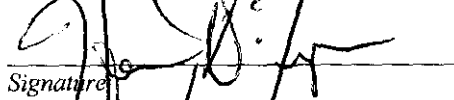
New England Telehea

Consortium

LRG Healthcare

By its Agent, ProInfoNet

Client Name



Signature

Henry L. Pridemore
Printed Name



Signature

James E. Rogers, Jr.
Printed Name

Executive Vice President / CEO
Title

ProInfoNet President
Title

April 18, 2007
Date

4/23/07
Date

Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.

2. You will pay for project Costs not covered by the FCC Rural Health Care Pilot Program
3. You acknowledge the estimated costs of the project.
4. You **will fax** this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, **April 20, 2007**.
5. **You** are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. **You will** become a member of NETC.

Client**Maine General Health**

Client Name

Neil Basaur
Signature

KASH BASAURA
Printed Name

Senior Vice President & CEO
Title

4/19/07
Date

New England Telehealth Consortium**By its Agent, ProInfoNet**

James E. Rogers, Jr.
Signature

James E. Rogers, Jr.
Printed Name

ProInfoNet President
Title

4/19/07
Date

By signing Proposal Two, you agree to the following:

1. You **will** pay to NETC the **sum of \$500.00** representing *the* balance of your application fee as soon as possible. This will **qualify** your organization as a member of NETC. Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.
2. Prior to the **first annual meeting of** Members, your liability is **limited** to the \$500.00 application fee, **unless all** members have been notified and approved of additional expenditures. After the first annual meeting of Members, you **will** pay for your share of all project costs not **covered by the** FCC Rural Health Care Pilot Program, that **are** attributable to your site(s) network termination(s). **Your maximum** amount of liability for un-allocatable network costs **is** Twenty Thousand Dollars (\$20,000.00).
3. **You** acknowledge the estimated costs of the project.
4. **You will fax** this **signed** Proposal Two **back to** ProInfoNet at 207-942-4852 no **later** than Monday, April 30, 2007.
5. **You** are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. **You** will become a member of NETC.

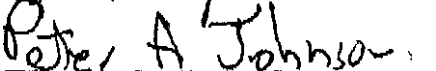
Client

Mary Hitchcock Memorial Hospital

Client Name




Signature



Printed Name Printed Name



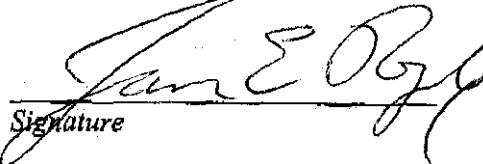
Title



Date

New England Telehealth Consortium

By its Agent, ProInfoNet



Signature

James E. Rogers, Jr.

ProInfoNet President

Title



Date

By signing Proposal Two, you agree to the following:

1. You will pay to NETC the sum of \$500.00 representing the balance fee as soon as possible. This will qualify your organization as a member

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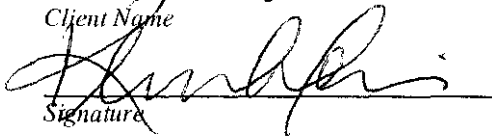
352 no later than

al Healthcare

Client

Maine Primary Care Association

Client Name


Signature

KEVIN A. LEWIS

Printed Name

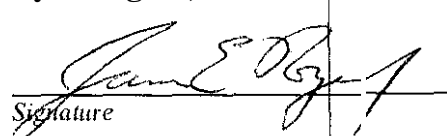
EXECUTIVE DIRECTOR

Title

4/18/07

New England Telehealth Consortium

By its Agent, ProInfoNet


Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/19/07
Date

By signing Proposal Two, you agree to the following:

1. You will pay to NETC the sum of \$500.00 representing the balance of your fee as soon as possible. This will qualify your organization as a member. Make checks payable to New England Telehealth Consortium and mail Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Portland, ME 04401.
2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4200 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Health Care Pilot Program.
6. You will become a member of NETC.

application
NETC.
New England
Portland, Maine,
Pilot Program
no later than
Healthcare

Client

**Department of Administrative and
Financial Services, Office of
Information Technologies,
Maine State Government**

**New England Telehealth
By its Agent, ProInfoNet**

Consortium

Client Name

Dave Rodriguez
Signature

James E. Rogers, Jr.
Signature

Dave Rodriguez
Printed Name

James E. Rogers, Jr.
Printed Name

System Section Manager
Title

ProInfoNet President
Title

4-19-07
Date

4/19/07
Date

Make checks payable to New England Telehealth Consortium and mail Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, B 04401.

2. You **will** pay for project costs not **covered** by the FCC Rural Health Car
3. You **acknowledge the** estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4 Friday, April 20, 2007.
5. You **are** not a participant in any other application to the FCC for the Ru Pilot Program.
6. You will become a member of NETC.

New England
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lor Program.

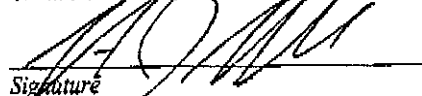
no later than

Healthcare

Client

MaineHealth

Client Name



Signature



Printed Name

CIO

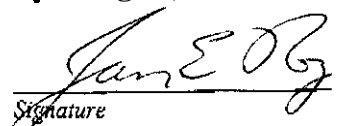
Title

4/27/2007

Date

New England Telehealth

By its Agent, ProInfoNet



Signature

James E. Rovers, Jr.

Printed Name

ProInfoNet President

Title

4/27/07

Date

onsortium

Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.

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5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client

Maine Health Alliance

Client Name

William R. Diggins

Signature

William R. Diggins

Printed Name

Exec Dir

Title

4/18/07

Date

New England Telehealth Consortium

By its Agent, ProInfoNet

James E. Rogers, Jr.

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

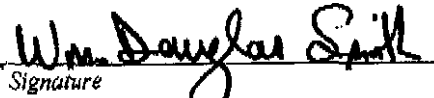
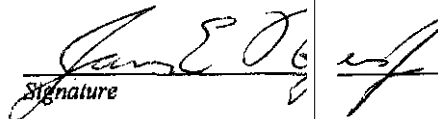
Title

4/20/07

Date

Make checks payable to **New England Telehealth Consortium** and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401,

2. You **will pay** for project casts not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the **estimated** costs of the project.
4. You will fax this signed Proposal **Two** back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. **You** are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You **will** become a member of NETC.

Client**Martin's Point Health Care***Client Name**Signature***Wm. Douglas Smith***Printed Name**Title***4/20/07***Date***New England Telehealth Consortium****By its Agent, ProInfoNet***Signature***James E. Rogers, Jr.***Printed Name***ProInfoNet President***Title***4/20/07***Date*

2. you will pay your share (based on number of your sites) of the project costs not covered by the FCC Rural Health Care Pilot Program, if you elect to participate in the program.

Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.

CHART

~~for project costs not covered by the FCC Rural Health Care Pilot Program.~~

3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the R Healthcare Pilot Program.
6. You will become a member of NETC.

Client

Mercy Hospital

Client Name

Michael R. Hachey

Michael R. Hachey

Printed Name

Chief Financial Officer

Title

4/24/07

Date

New England Telehealth Consortium

By its Agent, ProInfoNet

James E. Rogers, Jr.

Signature

James E. Rogers, Jr.

Printed Name

ProInfoNet President

Title

4/24/07

Date

By signing Proposal Two, you agree to the following:

1. You will pay to NETC the sum of \$500.00 representing the balance of your application fee as soon as possible. This will qualify your organization as a member of NETC. Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401
2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

ClientMid-State Health
Client NameSharon Beady
SignatureSharon Beady
Printed NameCEO
Title4-20-2007
Date**New England Telehealth Consortium**

By its Agent, ProInfoNet

James E. Rogers, Jr.
SignatureJames E. Rogers, Jr.
Printed NameProInfoNet President
Title4/20/07
Date

By signing Proposal Two, you agree to the following:

1. You will pay to NETC the sum of **\$500.00** representing the balance of your application fee as soon as possible. This will qualify your organization as a member of NETC. Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.
2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at **207-942-4852** no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client**Millinocket Regional Hospital***Client Name**Signature**Printed Name**Title**Date***New England Telehealth Consortium****By its Agent, ProInfoNet***Signature**James E. Rogers, Jr.*
*Printed Name***ProInfoNet President***Title**Date*

By signing Proposal Two, you agree to the following:

1. You will pay to NETC the sum of \$500.00 representing the balance of your application fee as soon as possible. This will qualify your organization as a member of NETC. Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401.
2. You will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. You acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942-4852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client

MONADNOCK Community Hospital
Client Name

[Signature]
Signature

PETER L. GOSLINE
Printed Name

CEO
Title

4/24/07
Date

New England Telehealth Consortium

By its Agent, ProInfoNet

[Signature]
Signature

James E. Rogers, Jr.
Printed Name

ProInfoNet President
Title

4/24/07

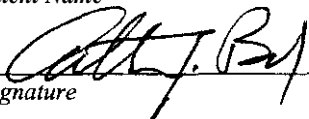
Make checks payable to New England Telehealth Consortium and mail to New England Telehealth Consortium, c/o ProInfoNet, 145 Exchange Street, Suite 4, Bangor, Maine, 04401

2. **You** will pay for project costs not covered by the FCC Rural Health Care Pilot Program.
3. **You** acknowledge the estimated costs of the project.
4. You will fax this signed Proposal Two back to ProInfoNet at 207-942- 852 no later than Friday, April 20, 2007.
5. You are not a participant in any other application to the FCC for the Rural Healthcare Pilot Program.
6. You will become a member of NETC.

Client

Mount Desert Island Hospital

Client Name


Signature

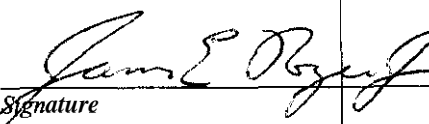
Arthur J. Blank
Printed Name

President / CEO
Title

4/17/07
Date

New England Telehealth Consortium

By its Agent, ProInfoNet


Signature

James E. Rogers, Jr.
Printed Name

ProInfoNet President
Title

4/20/07
Date